Contract Agreement

0131

THIS AGREEMENT, made this ____day of 19 APR 2023, between the **City Government of Cagayan de Oro** (hereinafter called "the Entity") and **AT Builders and General Merchandise** with office address at Zone 3 Igpit, Opol, Misamis Oriental (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Concrete Paving of Road Towards Cugman National Highschool; SN 252 - 2022**; Contract Reference Number: **9221254** (hereinafter called "the Works") and the Entity has accepted the Bid for **Six Million Nine Hundred Ninety Six Thousand Seven Hundred Seventy Nine and 01/100 Pesos Only (PhP6,996,779.01)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents, as annexed, shall be deemed to form, and be read and construed as part of this Agreement, to wit:

   A General and Special Conditions of Contract;

   B Drawings/Plans;

   C Specifications;

   D Invitation to Bid;

   E Instructions to Bidders;

   F Bid Data Sheet;

   G Addenda and/or Supplemental/Bid Bulletins, if any;

   H Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;

   I Eligibility requirements, documents and/or statements;

   J Performance Security;

   K Credit line issued by a licensed bank, if any;

   L Notice of Award of Contract and the Bidder's conforme thereto;

   M Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and

the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of PROCURING ENTITY:	Binding Signature of CONTRACTOR:
ROLANDO A. UY City Mayor	**ANTHONY C. TAN** Proprietor AT Builders and General Merchandise

Witnesses:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF MISAMIS ORIENTAL) S.S.
CITY OF CAGAYAN DE ORO

BEFORE ME this 19 APR 2023 at Cagayan de Oro City, Philippines, personally appeared:

Name	Identification and ID No.	Issued at/Date of Expiry/Place of Issue
Hon. Rolando A. Uy	SSS No. 03-4644815-1	
Anthony C. Tan	PRC No. 0098499	

and their witnesses, known to me to be the same persons who executed the foregoing instrument, signed by them and their witnesses on every page, and they acknowledged before me that the same are their own free and voluntary act and deed. This instrument consisting of two (2) pages only, including the page on which this acknowledgement is written.

WITNESS MY HAND AND SEAL on the date and first mentioned above.

Doc. No.: 700
Page No.: 140
Book No.: XXXIV
Series of: 2023

RAMIL S. CARREON
Notary Public NC-2022-51
Valid Until December 31, 2023
PTR No. 5569530A, 01/03/2023 CDOC
IBP No. 268643, 01/04/2023 Mis Or.
TIN 922-7[illegible]579
ROLL NO. 51523, [illegible]10-2006
CAGAYAN DE ORO CITY
MCLE Comp. No. VII-0015255, 04-11-2022